

EXHIBIT 3

NIKE USA ACCOUNT AGREEMENT

NIKE USA, Inc. ("NIKE") offers goods bearing certain of the NIKE Trademarks, as defined below, ("Product") for sale to persons and entities that have been authorized by NIKE to make purchases of such Product ("Customers.") The applicant identified on Page 1 (the "Applicant") has submitted to NIKE USA, Inc. ("NIKE") an application (the "Credit Application") requesting that NIKE accept it as a customer and/or permit it to purchase Product. To induce NIKE to consider Applicant's Credit Application, Applicant agrees that, if approved as an authorized Customer, each order it submits to NIKE for the purchase of Product (each, an "Order") will be governed by the terms and conditions in effect at the time that Order is submitted ("the Terms and Conditions") and that those Terms and Conditions are incorporated in this Credit Application. The Terms and Conditions that are current as of December 1, 2011 are attached as **Exhibit A**. The completed Credit Application (if approved by NIKE) shall be referred to as "the Account Agreement" and the Account Agreement, together with the Terms and Conditions, may be referred to as "this Agreement". In this Agreement, Applicant (if approved) is referred to as "Customer".

1. TERMINATION

This Account Agreement may be terminated at any time by either party, with or without cause, upon written notice to the other party. The notice will be effective (a) immediately, if termination is for cause, and (b) ten days after receipt, if termination is without cause. Upon termination (i) Customer will no longer place orders or purchase Product on credit, for cash or otherwise; and (ii) NIKE may cancel or terminate any Order whether or not it had previously been accepted in writing and (iii) NIKE will not in any event ship any Product or otherwise accept any Orders, whether or not the Orders were placed prior to the effective date of the termination, and (iv) the following provisions of this Account Agreement will survive: Section 1 (Termination); Section 2 (Personal Certification of Customer's Representative); Section 3 (Security Agreement); and Section 5 (Restriction on Assignment). Upon termination, the terms, conditions and representations herein shall remain in full force and effect with respect to all Orders accepted by NIKE prior to the date of termination. In addition, the following provisions of the Terms and Conditions of Sale will survive expiration or termination of this Agreement: Section 6 (Customer Covenants); Section 7 (General Restrictions); Section 8 (Customer's General Representations, Warranties and Obligations); Section 9 (Trademarks); Section 10 (Limited Remedy; Disclaimer of Implied Warranties); Section 11 (Limitation on Damages and Actions); Section 13 (Confidentiality); Section 14 (Severability/Waiver/Construction); Section 15 (Attorney's Fees/Governing Law/Forum Selection); and any other provision that, by its nature, is intended to continue in effect following termination of the relationship.

2. PERSONAL CERTIFICATION OF CUSTOMER'S REPRESENTATIVE

The individual executing the Credit Application and the Terms and Conditions on behalf of Customer certifies in his or her individual capacity that: (a) he or she is authorized to do so on behalf of Customer; and (b) that to his or her knowledge after reasonable investigation, the contents of and the financial and other data submitted with the Credit Application accurately represent Customer's business, prospects and financial condition as of the date reflected in that information; and (c) there has been no material change in Customer's business, prospects or financial condition between the dates reflected in that information and the date shown.

3. SECURITY AGREEMENT

To secure payment and performance of Customer's current and future obligations to NIKE, Customer grants to NIKE a security interest in all Product and in all related displays, fixtures, equipment and promotional items (the "Promotional Items"), and in each case whether currently in existence or delivered to Customer in the future, and in all accounts receivables, instruments, documents, returns, general intangibles and other proceeds of the Product and Promotional Items (collectively with the Product and Promotional Items, the "Collateral"), in each case whether currently in existence or delivered to Customer in the future. A copy of the Credit Application may be filed as a financing statement, in which case Customer is the debtor and NIKE is the secured party. If Customer defaults in any of its obligations to NIKE, Customer will, at its sole cost and expense, assemble the Collateral and deliver that Collateral to NIKE at any location in the United States reasonably requested by NIKE.

4. CREDIT CHECK AUTHORIZATION

Customer's signature on the Credit Application or Customer's submission of an Order constitutes Customer's authorization under the Fair Credit Reporting Act for NIKE to (a) utilize customer credit reporting agencies to obtain reports on Customer and any of its affiliates in order to permit NIKE to appropriately evaluate the extension of business credit to Customer and (b) provide information about Customer's payment history and compliance with these terms to credit reporting agencies.

5. RESTRICTION ON ASSIGNMENT

Customer will not assign this Agreement, or any right conferred in this Agreement. A change of control of Customer, by stock sale or gift, by merger, by operation of law, by contract, or otherwise, will be deemed an assignment for purposes of this Section. Any purported assignment of this Agreement will be void; the successor entity will not be an authorized Nike customer unless it has (a) submitted a new credit application; and (b) been approved by NIKE, in its sole discretion, as a new customer; and (c) executed an account agreement in the then-current form.

6. AMENDMENT

No modification of this Agreement (including the Terms and Conditions of Sale) will be binding against NIKE unless it is reflected in a written instrument that: (a) expressly refers to the provision(s) of this Agreement to be amended; (b) provides the full text of the amendment; and (c) is signed by an authorized representative of NIKE.

7. APPROVAL

- THIS APPLICATION WILL HAVE NO FORCE OR EFFECT UNTIL APPROVED BY NIKE AT ITS HEADQUARTERS OR REGIONAL SALES OFFICE.
- CUSTOMER IS NOT AUTHORIZED TO SELL NIKE PRODUCT AT ANY RETAIL OUTLET OR (IN THE CASE OF APPROVED INTERNET SALES) ON WEBSITE OTHER THAN THAT OR THOSE IDENTIFIED IN AN APPROVED APPLICATION.
- CUSTOMER MUST SUBMIT A SEPARATE APPLICATION FOR EACH ADDITIONAL STORE, WEBSITE AND/OR TEAM, AND EACH SUCH APPLICATION MUST BE APPROVED BY NIKE IN WRITING BEFORE IT

BECOMES EFFECTIVE AND WILL BE SUBJECT TO THE TERMS AND CONDITIONS.

- APPROVAL BY NIKE OF ONE STORE LOCATION DOES NOT MEAN OTHER STORE LOCATIONS WILL ALSO BE APPROVED. SIMILARLY, APPROVAL BY NIKE OF AN APPLICATION FOR A STORE DOES NOT MEAN THAT THE APPLICANT IS AUTHORIZED TO SELL NIKE PRODUCT BY CATALOGUE, THROUGH A WEBSITE OR ANY OTHER ELECTRONIC MEANS.
- APPROVAL OF THIS APPLICATION MAY BE APPROVAL FOR PRODUCTS BEARING NIKE TRADEMARKS ONLY, JORDAN TRADEMARKS ONLY, OR BOTH.

Cardinal Promotions

NIKE USA, Inc

By: *Tim Wilcox*

By: *Derek T. Hillier*

Tim Wilcox

Derek T. Hillier

Name:

Name:

Partner

Sales Business Ma

Title:

Title:

Date: Feb 3, 2014

Date: Mar 12, 2014

☒ NIKE WILL CHECK BOX IF CUSTOMER IS APPROVED FOR A STORE OR STORES.

Address of Store 1: 73605 Dinah Shore Dr

Bldg 600F

Palm Desert, CA 92211

Address of Store 2: (if applicable)

Address of Store 3: (if applicable)

**NIKE USA, Inc.
TERMS AND CONDITIONS OF SALE**

NIKE USA, Inc. ("NIKE") offers certain goods bearing NIKE Trademarks (as defined below) (such goods shall be referred to as "Product") for sale to retailers that have been authorized by NIKE to make purchases of such Product ("Customers.") By submitting a purchase order to NIKE (each, an "Order"), Customer agrees that such Order, if accepted by NIKE, will be governed by the terms and conditions of sale in effect at the time the Order is submitted ("the Terms and Conditions"). The Terms and Conditions that are current as of December 1, 2011 are set forth below.

1. ORDERS

Orders submitted by Customer are offers and do not form binding contracts unless and until they have been accepted by NIKE. The preparation of a purchase order by NIKE, the submission by Customer of a purchase order to NIKE, or the acknowledgement or confirmation by NIKE of receipt of a purchase order shall not constitute NIKE's acceptance of that Order. NIKE may, in its sole discretion, accept all or any part of an Order or substitute comparable Product for the items that were ordered. NIKE will be deemed to have accepted an Order, or part of an Order, only if and when NIKE ships the Product. NIKE may at any time refuse to ship Product for any reason, even if NIKE has received payment for the applicable Order and/or has confirmed that Order on NIKE.net or otherwise. NIKE will in its sole discretion determine which of NIKE's products are made available to Customer for Orders, and determine how to allocate Product among Customer and NIKE's other customers. Accordingly, NIKE reserves the right to discontinue product lines and to make changes in goods offered at any time. Unless Customer complies with Section 5 regarding returns, Customer will be deemed to have accepted those substitute goods on the terms outlined in NIKE's invoice. NIKE may cancel an Order at any time because the Order contains an incorrect price, requests Product that Customer is not authorized to sell, or for any other reason, even if NIKE has acknowledged or confirmed that Order or has received payment for that Order. In the latter case, NIKE will, at its election, either refund the payment or credit Customer's account. Any Order that conflicts with or that includes provisions (other than item and quantity) in addition to these Terms and Conditions will have no force or effect to the extent it is inconsistent or includes additional terms. NIKE will be entitled to accept any Order and to rely on any other written or telephonic request or notice given by a person that appears to be an employee or agent of Customer. Each Order will be subject to and governed in all respects by (a) these Terms and Conditions, and (b) if applicable, Customer's credit application and account agreement. Each Order, together with these Terms and Conditions and, if applicable Customer's credit application and account agreement, may be referred to collectively as the "Agreement". NIKE has no obligation to accept Orders; as stated in Section 19, either party may terminate their relationship at any time.

2. PRICES

NIKE may correct typographical or other errors in pricing, may reduce or cancel any discounts previously offered to Customer, and may change its prices at any time. Each Order will be invoiced at the prices prevailing at the time that Order is fully recorded into NIKE's central ordering system. Nothing contained herein shall obligate Customer to resell the Product at any particular price or on any specific terms and conditions notwithstanding suggested retail prices published by NIKE, if any.

3. TERMS OF SALE

Customer will pay for all Product by the date specified on NIKE's invoice, or if none is specified, within 30 days after the date of that invoice. Any sum not paid when due is subject to a service charge of 1.5% per month or the maximum rate permitted by law, whichever is lower. The amount reflected in each NIKE invoice will be deemed to be an account stated unless Customer disputes the amount of that invoice in writing within 30 days after the date that invoice is due. Customer will pay the undisputed portion of each invoice. NIKE has the right to apply payments it receives from Customer to any of Customer's invoices and to disregard Customer's instructions to apply payment to any specific invoice. In the event Customer is indebted to NIKE or to any NIKE affiliate, that debt may be offset against credits otherwise owing to Customer to reduce or eliminate the credit.

4. SHIPPING; RISK OF LOSS; TITLE

NIKE will ship Product FCA, the NIKE Distribution Center or other shipping point. NIKE is not responsible for any loss resulting from any delay in shipping or failure to ship.

5. RETURNS

Product that was shipped in accordance with the specifications in the Order is not returnable unless NIKE has authorized the return, in writing, prior to the return shipment. If Customer wishes to return Products, Customer may submit to NIKE a request for return; provided, however, that NIKE will not issue any refunds or apply any credits except where (1) the Product being returned was either (a) defective or (b) not comparable to the items that were ordered; or (2) the return was approved by NIKE in writing and the Product was delivered to NIKE in the same condition that it was received. In either case, no credit will be issued if the return request was received by NIKE thirty days or more after delivery of those Products to Customer. If NIKE issues a credit, as described above, the amount of the credit will be the net price actually paid by Customer, as reflected in the applicable invoice. Defective Products must be returned in a different transaction from non-defective products. Product sold as close-outs, irregulars, seconds or B-grades may not be returned; such sales are final. Customer will bear all costs associated with returning Product, including but not limited to consolidation costs, the cost of repackaging, shipping expenses, and insurance; NIKE will not be liable for reimbursement of any such costs. Customer will retain title and risk of loss until receipt by NIKE at the designated return destination. Restocking fees may apply. Any items that are returned without NIKE's approval will be disposed of by NIKE unless Customer prepaies shipping costs for their return.

6. CUSTOMER'S COVENANTS

6.1 *The following applies to Customers that are approved to sell Product at one or more physical store locations (a "brick and mortar" store).*

STORES – Except as expressly permitted in subsection 6.2 and/or 6.3 below, or when otherwise approved by NIKE in writing, Customer will not (a) sell Product under any store name or at any physical store location other than under the store name and at the particular physical store identified in this Credit Application or, in the case of multiple store locations, at the location to which the Product was shipped (assuming it was an approved location); (b) sell Product other than to retail consumers physically present at such store location who are purchasing for their personal use and not for resale; or (c) accept orders or sell Product through the Internet, e-mail or any other electronic channel, except that Customer may advertise Product through those channels to create or enhance consumer awareness of Product performance features and/or indicate the availability of Product at an authorized store location so long as Customer complies with Section 9 below. Customer will at all times provide clean, modern and adequate retail outlet(s) necessary for the proper merchandising and selling of Product.

6.2 *The following applies to Customers that are approved to sell Product on a website.*

INTERNET SALES –Customer is authorized to sell Product to consumers via the Internet only from the website or websites identified in the Credit Application or otherwise approved by NIKE in writing (the "Authorized Website(s)") and to deliver that Product only to consumers with mailing addresses in the United States, its territories and possessions.

- 6.2.1 The Authorized Website(s) will not be co-branded with the name or other trademarks of any other person or entity.
- 6.2.2 The Authorized Website(s) will not link to, or provide data feeds to, any transactional website, or permit any transactional website to link to the Authorized Website(s). For purposes of this Section 6B(b), a "transactional website" means a shopping portal, online marketplace, or other site which either (i) is capable of accepting orders from consumers, or (ii) creates the perception that orders are accepted on the site, even if the consumers are in fact redirected to other websites for order placement. The term "transactional website" excludes websites which aggregate images and information about merchandise without conducting sales transactions.
- 6.2.3 The Authorized Website(s) will have features and functions that are standard in the industry, including the ability to: (i) confirm availability or unavailability of NIKE Product at the time the consumer places his or her order, (ii) accept all major credit cards, (iii) ship within standard time frames with a choice of overnight, second day air and ground delivery, and (iv) allow consumers to search the Authorized Website(s) and to navigate to a NIKE "concept" shop in the form of a Web page featuring all Product that Customer sells on the Authorized Website(s) (except for discounted goods, which must be presented on a separate discount page).
- 6.2.4 Customer will at all times provide prompt, effective and courteous customer service by telephone for consumers purchasing Product from the Authorized Website(s) and for other visitors to that or those Website(s). Customer will not (i) permit any fulfillment house or any other third party to fill consumer orders placed through the Authorized Website(s); or (ii) use certain trademarked terms, as designated by NIKE, in metadata; or (iii) purchase certain trademarked terms, as designated by NIKE, as Internet search terms; or (iv) use any NIKE trademark in any domain name or URL address.

6.3 *The following applies to Customers that are approved for sales to (i) teams, leagues, sports clubs, schools, colleges, or universities (collectively, "Teams"); or (ii) coaches or agents of such Teams; or (iii) Team booster clubs.*

- 6.3.1 **Team Sales** Customer may screen print, embroider, decorate, or otherwise embellish Product according to the instructions of a particular Team (typically by applying a Team name, logo, or other trademark to the

Product); provided, however, that Customer will submit to NIKE samples of any such marks prior to their application and Customer shall not embellish Product with any mark unless NIKE has approved. Customer will not embellish apparel or other products with NIKE Trademarks, unless Customer's manufacturing facilities have been audited by NIKE and passed the audit. Samples of any embellished product must be approved on a case-by-case basis, as described above.

6.4 *The following applies to Customers that are approved for a non-retail account.*

Customer will distribute Product at no cost to the teams, players and sports participants, and other groups or individuals specified by NIKE or will sell at no profit (that is, sell at NIKE's invoice price).

7. GENERAL RESTRICTIONS

Customer will not directly or indirectly: (a) sell, consign or otherwise transfer Product (i) outside the United States (and, if a "brick and mortar" store, other than at the approved physical store location or locations to which it was shipped); or (ii) to another retailer, or to an e-tailer, distributor, or broker; or (iii) to another retailer, or to a broker or distributor, or to any other person under circumstances where it knows or should know, based on the circumstances of the transaction, that the Product is intended for resale or will likely be resold; or (b) purchase or sell, offer to sell, or distribute (including at no cost), counterfeit NIKE goods; or (c) purchase authentic NIKE goods from any third party; or (d) purchase any NIKE Product from, or sell or offer to sell Product on behalf of or for the account of, any other third party; or (e) if NIKE sets a launch date for a particular NIKE Product, display, offer to sell, or sell that Product prior to the date and time stated by NIKE; or (f) collect or use any sensitive personal data about consumers other than in compliance with industry best practices for security standards, and applicable law.

8. CUSTOMER'S GENERAL REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

8.1 Customer will at all times: (i) use security measures to protect credit card and other personally identifiable information from unauthorized access or use in a manner consistent with industry best practices and applicable law; (ii) render full, prompt, effective and courteous service before, during and after the retail sale of Product; (iii) vigorously encourage the retail sale of Product; (iv) meet or exceed any minimum sales volume established by NIKE from time to time; (v) establish and maintain, independently and in conjunction with NIKE, advertising and marketing policies and methods that emphasize the quality and performance of the Product; and (vi) comply with applicable law in connection with performance of its obligations under the Agreement.

8.2 Customer represents and warrants, and each time Customer submits an Order, Customer will be deemed to have represented and warranted, that (i) it wishes to purchase Product solely for business purposes and not for personal, family or household purposes; and (ii) the most recent financial information provided by Customer is true, accurate and complete as of the dates indicated in that information and that there has been no material adverse change in Customer's business, prospects or financial condition since those dates; and (iv) it owns and operates each Store for which approval has been granted.

8.3 Customer has received and reviewed Nike's policy regarding Gifts, Gratuities and Other Payments, available from Nike upon request. Customer shall not take any action

that could reasonably be expected to violate the policy or induce a Nike employee to violate the policy. In particular, but without limiting the preceding sentence, Customer shall not (a) give a cash gift in any amount to a Nike employee, (b) give a non-cash gift worth more than \$200 to a Nike employee, or (c) give a gift of any kind to any relative, friend, associate or charitable organization favored by a Nike employee if there is any implied expectation of a return favor.

9. TRADEMARKS

Customer acknowledges NIKE's sole ownership of and exclusive right, title and interest in and to the name "NIKE," the name "Jordan," the NIKE Swoosh logo design, the Jordan "Jumpman" logo, and all other trademarks owned by NIKE or its affiliates ("the NIKE Trademarks.") Customer recognizes that the NIKE Trademarks possess substantial goodwill and agrees that it will not use or display NIKE Trademarks in a manner that would disparage or damage them, or represent that it has any ownership in, or attempt to license, the NIKE Trademarks. All goodwill associated with Customer's use of the NIKE Trademarks will be owned exclusively by NIKE. Customer will comply with NIKE's latest trademark usage guidelines, which NIKE may provide and circulate from time to time, as well as any other policies governing the use of (i) NIKE logos and other trademarks, and (ii) product and athlete images and other copyrighted materials. Upon request by NIKE, Customer will submit to NIKE, for its review, any public statements about NIKE or advertising materials bearing NIKE Trademarks, Product images, athlete images, or Product descriptions. If NIKE does not approve such materials in writing, within five business days, the materials shall be deemed rejected and Customer shall cease any use of the rejected materials. Customer will not use any marks confusingly similar to the NIKE Trademarks or use the NIKE Trademarks in combination with other trademarks. Customer will notify NIKE in writing of any infringement or improper use of the NIKE Trademarks that comes to its attention. Customer acknowledges and agrees that the NIKE Trademarks and the NIKE reputation for quality are extremely valuable to NIKE, and that NIKE does not authorize Customer to sell or otherwise distribute any damaged or defective NIKE Product. Accordingly, Customer agrees that NIKE Product which may be damaged or defective, for any reason, shall be, at NIKE's sole election, either returned to NIKE or disposed of according to NIKE's instructions. NIKE and its agents shall have the right to witness such destruction.

10. LIMITED REMEDY; DISCLAIMER OF IMPLIED WARRANTIES

If any Product is defective, NIKE's sole and exclusive liability to Customer will be, at NIKE's election, if the defect is material, to either (a) replace that defective Product or (b) refund the amount Customer paid NIKE for that defective Product. AS BETWEEN CUSTOMER AND NIKE, NIKE EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

11. LIMITATION ON DAMAGES AND ACTIONS

NIKE WILL NOT BE LIABLE FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR SUSTAINED BY CUSTOMER OR ANY OTHER PERSON. ANY ACTION (OTHER THAN FOR FAILURE TO PAY FOR GOODS DELIVERED) MUST BE COMMENCED WITHIN ONE YEAR FROM THE EARLIER OF THE DATE OF DELIVERY OF THE NIKE PRODUCT OR THE DATE OF THE ORDER GIVING RISE TO THE CLAIM. IN NO EVENT WILL NIKE'S LIABILITY TO CUSTOMER EXCEED, FOR DEFECTIVE PRODUCT, THE AMOUNT CUSTOMER PAID NIKE FOR THE PRODUCT GIVING RISE TO THE CLAIM, AND FOR ALL OTHER CLAIMS, THE AMOUNT CUSTOMER PAID NIKE WITHIN

THE THREE-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. These limitations will apply regardless of whether the legal theory of liability for damages arises under contract, tort (including negligence and strict liability), or any other theory.

12. MODIFICATION

NIKE may at any time, in NIKE's sole discretion, modify its Terms and Conditions of sale. Each Order will be governed by the Terms and Conditions in effect at the time Customer submits that Order. Accordingly, Customer will review the then-current version of the Terms and Conditions (available at the Nike.net website, in the catalogue, or by request from NIKE) before placing each Order. An Order that has been accepted by NIKE may be modified only by a written instrument which expresses an intent to amend, identifies the provision to be amended, and is signed by an authorized representative of NIKE.

13. CONFIDENTIALITY

13.1 Non-Disclosure. Customer acknowledges that it may have access to information owned or controlled by NIKE or NIKE's Affiliates, disclosure of which would cause substantial or irreparable harm to NIKE ("Confidential Information.") Confidential Information includes the NIKE's marketing plans, information regarding future releases of NIKE Product, and any other non-public material disclosed to Customer or to which Customer gains access. Customer shall protect NIKE's Confidential Information by using the same degree of care with respect to such information that it would exercise with its own confidential information or trade secrets, but in any event no less than reasonable care. Customer shall make Confidential Information available only to those employees of Customer who need to know the information in connection with Customer's business, and shall not disclose Confidential Information to any third party.

13.2 Publicity Restrictions. Customer will immediately notify NIKE in writing if it receives a request from any third party for an interview or statement about NIKE or NIKE Products. Customer will not answer questions or give statements about its relationship with NIKE or discuss NIKE Products under circumstances where Customer knows or has reason to believe that the purpose of the request is to create content for publication in film, television, radio, print or online media, including blogging. Customer will not hold itself out as a representative of NIKE in any interview or statement, whether or not it is recorded, and whether or not it is intended for such publication.

13.3 Idea Submission. If Customer chooses to submit to NIKE or share with NIKE any business plans, product or marketing ideas, or other materials, Customer agrees that (i) NIKE is not subject to any restrictions in using such materials; Customer hereby grants to NIKE an irrevocable license to use such materials, without compensation to Customer; and (ii) NIKE is under no obligation to use such plans, ideas, or other materials, or to commercially exploit them in any territory.

14. SEVERABILITY\WAIVER\CONSTRUCTION

If a court of competent jurisdiction determines that any provision of the *Agreement* is invalid or unenforceable for any reason, that determination will not affect any other provision unless enforcement of the remaining provisions would be grossly inequitable under the circumstances or would frustrate the primary purpose of the Agreement. A party's delay or failure to enforce or insist on strict compliance with any of the provisions of the Agreement will not constitute a waiver or otherwise modify the Agreement, and a party's waiver of any right related to the Agreement on one occasion will not waive any other right, constitute a continuing waiver or waive that right on any other occasion. Customer has had the opportunity to consult with its attorney in connection with these Terms and Conditions and the rest of the Agreement and to

have the Agreement reviewed by its attorney; therefore, no rule of construction or interpretation that disfavors NIKE or that favors Customer will apply to its interpretation.

15. ATTORNEYS' FEES\GOVERNING LAW\FORUM SELECTION

Customer will pay all costs, collection agency fees, expenses, reasonable attorney fees (whether incurred prior to, at trial or on appeal) incurred by NIKE in connection with the collection of any past due sums. The Agreement, and all disputes arising out of the Agreement or out of the relationship between NIKE and Customer, will be governed by the laws of the state of Oregon. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY. Customer irrevocably consents to the jurisdiction of the state and federal courts located in the state of Oregon in connection with any action arising out of or in connection with the Agreement and waives any objection that such venue is an inconvenient forum. Customer will not initiate an action against NIKE in any other jurisdiction. NIKE may bring an action in any forum.

16. FORCE MAJEURE

If it becomes impossible for either Customer or NIKE to perform its obligations under the Agreement as a result of fire, flood, earthquake, or other natural disaster, or any other event beyond that party's reasonable control, that party's performance may be delayed for the duration of the force majeure event, except that nothing in this Section 16 will excuse Customer from its payment obligations.

17. RESTRICTION ON ASSIGNMENT

Customer will not assign any right conferred herein by NIKE without the prior written consent of an authorized NIKE representative. A change of control of Customer by stock sale or gift, merger, operation of law, by contract, or otherwise, will be deemed an assignment for purposes of this Section. Any attempted assignment or delegation by Customer will be void. NIKE may grant, withhold or condition its consent to assignment in NIKE's sole discretion. If NIKE authorizes an assignment or delegation, that authorization will not release Customer from any of its obligations under the Agreement unless (a) the authorization expressly releases Customer; (b) the assignee or delegate agrees in writing to be bound by the Agreement; and (c) any agreement between Customer and the assignee or delegate states that NIKE has the right to enforce Customer's rights against the assignee or delegate.

18. SET-OFF

In the event Customer is indebted to NIKE or to any NIKE affiliate, that debt may be offset against credits otherwise owing to Customer to reduce or eliminate the credit.

19. TERMINATION

Nothing in these Terms and Conditions shall be construed to imply that Customer is required to place Orders or that NIKE is required to accept Orders. Upon termination of the parties' relationship, the terms, conditions and representations herein shall remain in full force and effect with respect to all Orders accepted by NIKE prior to the date of termination. Section 6 (Customer Covenants); Section 7 (General Restrictions); Section 8 (Customer's General Representations, Warranties and Obligations); Section 9 (Trademarks); Section 10 (Limited Remedy; Disclaimer of Implied Warranties); Section 11 (Limitation on Damages and Actions); Section 13 (Confidentiality); Section 14 (Severability/Waiver/Construction); Section 15 (Attorney's Fees/Governing Law/Forum Selection); and any other provision that, by its nature, is intended to continue in effect following termination of the relationship, shall survive.

20. RELATIONSHIP

The relationship of NIKE and Customer established by the Agreement is that of vendor-purchaser and nothing contained herein shall be construed to create a partnership, joint venture or any other relationship.

21. ENTIRE AGREEMENT

The Agreement contains the entire agreement and understanding between the parties with respect to its subject matter and supersedes prior and contemporaneous oral and written agreements, commitments and understandings concerning that subject matter.